UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Cedar Business Center Property LLC, a Delaware limited liability company,

Plaintiff,

v.

Bluegreen Vacations Unlimited, Inc., a Florida corporation,

Defendant.

Civil No. ______________

COMPLAINT

Plaintiff, Cedar Business Center Property LLC, for its Complaint against Defendant Bluegreen Vacations Unlimited, Inc., states and alleges as follows:

PARTIES

1. Plaintiff Cedar Business Center Property ("Plaintiff") is a Delaware limited liability company, having its principal place of business at 5353 Wayzata Boulevard South, Suite 400, Minneapolis, Minnesota 55416. Plaintiff is the owner and landlord of the Premises (defined below).

2. Defendant Bluegreen Vacations Unlimited, Inc. ("Bluegreen"), upon information and belief, is a Florida corporation, with its principal place of business at 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431.

VENUE

3. This dispute involves the breach of a lease agreement by Bluegreen, for real property located in Bloomington, Minnesota.

4. This Court has original jurisdiction over this dispute pursuant to 28 U.S.C. § 1332 because the Plaintiff is diverse in citizenship from Bluegreen and the amount in controversy exceeds $75,000, exclusive of interests and costs.

5. Venue of this action in the United States District Court for the District of Minnesota is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claim occurred in the District of Minnesota.

FACTS

6. On or about August 1, 2002, Bluegreen entered a Lease Agreement (the "Lease") with Plaintiff's predecessor-in-interest, Principal Life Insurance Company, whereby Bluegreen agreed to lease from Plaintiff, real property located at 1701 East 79th Street, Suite 19, Bloomington, Minnesota, 55425 (the "Premises"), subject to the terms and conditions therein. A true and correct copy of the Lease, as amended, is attached hereto as Exhibit A, and is incorporated herein by reference.

7. Article 3(A) of the Lease requires Tenant to pay rent for the use and occupancy of the Premises on or before the first day of each month of the Lease term.

8. The term of the Lease was scheduled to end on November 30, 2012.

9. On or about June 6, 2008, Plaintiff succeeded Principal Life Insurance Company as owner of the Premises and as "Landlord" under the Lease.

10. Beginning in or about December 2010, and continuing thereafter, Bluegreen defaulted in its performance under the Lease by failing to pay rent and for failing to continuously operate its business within the Premises.

11. Pursuant to Article 23(A) of the Lease, Plaintiff twice notified Bluegreen that it was in default of the Lease by written notices dated December 17, 2010 and January 5, 2011.

12. To date, Bluegreen has not cured its default and continues to breach the Lease by failing to pay rent and for failing to continuously operate its business within the Premises.

13. Pursuant to Article 23(H) of the Lease, Plaintiff is entitled to immediate recovery of all amounts owed by Bluegreen for the remainder of the Lease term, plus interest, late fees, costs, expenses and attorneys' fees.

14. Plaintiff has been damaged as a result of Bluegreen's breach of the Lease.

15. Plaintiff has incurred attorneys' fees as a consequent of Bluegreen's default and breach of the Lease and Plaintiff is incurring attorneys' fees and costs in pursuing this claim.

BREACH OF CONTRACT

16. Plaintiff incorporates herein by reference all the above paragraphs.

17. The Lease is a valid and enforceable contract between Plaintiff and Bluegreen.

18. Bluegreen breached its Lease with Plaintiff by failing to pay rent and all other amounts due there-under and by failing to continuously operate its business within the leased premises, resulting in Plaintiff being damaged in an amount exceeding $75,000, to be determined at trial.

JURY DEMAND

19. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff demands judgment against Bluegreen as follows:

1. Awarding Plaintiff damages for all amounts owed to it pursuant to the Lease through the duration of the Lease term;

2. Awarding Plaintiff attorneys' fees and costs pursuant to Article 23(H) and Article 30 (G) of the Lease;

3. Awarding Plaintiff such other and further relief as the Court deems appropriate.

SNYDER & BRANDT, P.A.

Dated: January 20, 2011

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